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10 Attorneys for Plaintiff Brighton
Collectibles LLC
11

12 UNITED STATES DISTRICT COURT

13 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION

14 BRIGHTON COLLECTIBLES, LLC,
a Delaware limited liability company,

15 Plaintiff,

16 vs.

17 GINGER TORRES d/b/a BRIGHTON
18 BAY and BRIGHTON BAY
DESIGNS, an individual,

19 Defendant.
20
21

Case No.

COMPLAINT FOR:

- (1) **COPYRIGHT INFRINGEMENT;**
(2) **TRADEMARK INFRINGEMENT**
[15 U.S.C. §1114];
(3) **FALSE DESIGNATION OF**
ORIGIN [15 U.S.C. §1125];
(4) **COMMON LAW UNFAIR**
COMPETITION;
(5) **STATUTORY UNFAIR**
COMPETITION [CAL. BUS. &
PROF. CODE §17200]

DEMAND FOR JURY TRIAL

1 Plaintiff Brighton Collectibles, LLC, as and for its complaint against
2 defendant Ginger Torres d/b/a Brighton Bay and Brighton Bay Designs, alleges as
3 follows:

4 **PARTIES**

5 1. Plaintiff Brighton Collectibles, LLC (“Brighton” or “Plaintiff”) is a
6 limited liability company organized and existing under the laws of the State of
7 Delaware, with its principal place of business in the County of Los Angeles.

8 2. Plaintiff is informed and believes, and thereon alleges, that defendant
9 Ginger Torres (“Torres” or “Defendant”) is an individual who resides in Lakeland,
10 Florida. Plaintiff is informed and believes, and thereon alleges, that Torres does
11 business as “Brighton Bay” and/or “Brighton Bay Designs.”

12 **JURISDICTION AND VENUE**

13 3. This Court has original jurisdiction under 28 U.S.C. sections 1331 and
14 1338 in that the claims herein arise under the federal Copyright Act and Lanham
15 Act.

16 4. This district is the proper venue because a substantial part of the events
17 and omissions giving rise to the claims herein occurred in this district, and
18 Defendant is subject to personal jurisdiction in this district.

19 5. Plaintiff is informed and believes, and thereon alleges, that Defendant
20 regularly markets and sells goods, including but not limited to the goods in issue in
21 this case, to consumers in this district.

22 **GENERAL ALLEGATIONS**

23 **A. Brighton Is A Leading Designer, Manufacturer, and Distributor of**
24 **Women’s Fashion Accessories.**

25 6. Brighton designs and manufactures women’s fashion accessories,
26 including handbags, wallets, belts, sunglasses, watches, jewelry, and other products
27 that sell under the trademark “Brighton.” For more than 25 years, Brighton has been
28 continuously engaged in designing, manufacturing, distributing, and selling its

1 “Brighton” fashion accessories nationwide. Brighton employs over 500 people at a
2 factory in the City of Industry, California, as well as hundreds of personnel around
3 the country.

4 7. Over the decades that Brighton has been in existence, Brighton fashion
5 accessories have gained a nationwide reputation for style and quality. Brighton is an
6 acknowledged industry leader, recognized for unique and innovative styling,
7 outstanding workmanship, and the use of high-quality materials. Brighton generally
8 sells its accessories through small “specialty” or “boutique” stores rather than
9 discount stores, big box retailers, or mail-order catalogues.

10 8. To protect the Brighton brand and its original, unique designs, Brighton
11 registered and/or obtained through use in commerce various intellectual property
12 rights, including trademarks and copyrights.

13 9. Brighton is the owner of multiple registered trademarks for the trade
14 name “Brighton,” including in the categories of jewelry and other fashion
15 accessories. Attached hereto as Exhibit A and incorporated herein by this reference
16 is a true and correct copy of United States Patent and Trademark Office registration
17 number 2,183,195, effective August 25, 1998, for the “Brighton” trademark, as well
18 as the assignments evidencing Brighton’s ownership of the registration.

19 10. Brighton regularly markets and sells collections of coordinated
20 accessories. The names of Brighton collections have come to symbolize Brighton
21 and its goods to many Brighton customers. Therefore, the names of Brighton
22 collections are common-law trademarks owned by Brighton. Examples include
23 “Vertigo,” “Genoa,” “Love Affair Heart,” “Contempo,” “Madrid,” “Reno Heart,”
24 “Mingle,” and “Cordoba”.

25 11. Brighton has created and is the exclusive owner of original,
26 copyrighted accessory designs. Brighton’s copyrighted designs include the “Love
27 Affair Heart” jewelry design, VA 1-929-791, registered with the Copyright Office
28 effective October 31, 2014. A true and correct copy of the Love Affair Heart

1 copyright registration is attached hereto as Exhibit B and incorporated herein by this
2 reference.

3 12. For over 25 years, Brighton products have been, and continue to be,
4 extensively advertised and sold throughout the United States. During this time,
5 Brighton has sold its products in thousands of boutiques nationwide. As a result of
6 Brighton's extensive sales and advertising, as well as unsolicited press and word-of-
7 mouth, Brighton's registered trademark, common-law trademarks, and copyrighted
8 designs have come to symbolize Brighton, its high-quality goods, and its reputation
9 and goodwill. Brighton's intellectual property is thus a very valuable asset.

10 **B. Torres Deliberately Infringes Upon Various Brighton Intellectual**
11 **Property.**

12 13. Brighton is informed and believes, and thereon alleges, that Torres sells
13 jewelry and related accessories online, including through popular e-commerce
14 websites like Amazon.com and Ebay.com.

15 14. Brighton is informed and believes, and thereon alleges, that Torres
16 regularly markets and sells substantial quantities of cheap, low-quality imitations of
17 Brighton designs, including cheap, low-quality imitations of Brighton's copyrighted
18 "Love Affair Heart" design.

19 15. Brighton is informed and believes, and thereon alleges, that Torres
20 regularly markets and sells her imitation Brighton designs under the trade name
21 "Brighton Bay" or variations thereof – e.g., "Brighton Bay Designs."

22 16. Brighton is informed and believes, and thereon alleges, that Torres
23 regularly markets and sells her imitation Brighton designs using corresponding
24 Brighton collection names – e.g., Vertigo, Genoa, Love Affair Heart, etc.

25 17. Attached hereto as Exhibit C is a photographic comparison of selected
26 Brighton designs and Torres's corresponding imitation designs being sold under the
27 applicable Brighton collection name.

28 ///

1 18. Brighton is informed and believes, and thereon alleges, that Torres
2 deliberately used Brighton's registered trademark, common-law trademarks, and
3 copyright in order to trade upon Brighton's goodwill and to confuse consumers into
4 believing Brighton is the source of, is affiliated with, or has endorsed Torres's low-
5 quality and cheaper "Brighton Bay" brand and products.

6 19. Brighton is informed and believes, and thereon alleges, that Torres's
7 use of Brighton's intellectual property has caused actual consumer confusion. For
8 example, below are comments posted on Amazon.com related to "Brighton Bay"
9 products that Brighton is informed and believes were marketed and sold by Torres:

- 10 (a) "Read product desc with care. I searched " Brighton "
11 in Amazon – this is not Brighton! Seller cleverly orders words
12 so you think it is. And, it's not silver color. The design appears
13 to be Brighton but the quality is definitely not. No invoice or
14 return info included in the shipping package and not worth
15 spending the postage to return. Double D – Disappointing and
16 Deceptive."
- 17 (b) "This says it is a Brighton Bay design but in no way can you tell
18 that. Packaged in clear plastic with no tags or marks to identify
19 it as Brighton. It was a Christmas gift for a person who collects
20 Brighton. Also, I do not think it is " long when clasped."
- 21 (c) "I thought this was from Brighton Collectibles! this is NOT
22 what I expected now I have to go out and find a new gift!"
- 23 (d) "I thought this was Brighton but if [sic] was not."
- 24 (e) "It's not real Brighton jewelry. Didn't even have a brighton
25 tag."
- 26 (f) "NOT the quality of the USA Brighton. I thought this was the
27 original, not a Chinese knock-off. But I still get compliments
28 when I wear the set."

1 (g) “The jewelry is very pretty...BUT I was looking for Jewelry by
2 Brighton...what I received was made in China...”

3 (h) “Was item as describe - "yes"no." Unfortunately I
4 confused this with Brighton jewelry and this definitely was not
5 the same quality which explains why it was so inexpensive.”

6 20. On information and belief, Torres knew that her infringement of
7 Brighton’s intellectual property was causing consumer confusion, yet Torres
8 consciously and deliberately chose to continue infringing Brighton’s intellectual
9 property anyway.

10 21. On information and belief, Amazon informed Torres that Brighton
11 objected to her continued use of the Brighton trademark and other intellectual
12 property, yet Torres consciously and deliberately chose to continue to infringe
13 Brighton’s intellectual property anyway.

14 22. Brighton is informed and believes, and thereon alleges, that Torres has
15 received a direct financial benefit from marketing and selling products incorporating
16 Brighton’s trademarks and copyrights.

17 23. Brighton is informed and believes, and thereon alleges, that Torres’s
18 products are inferior in quality to Brighton’s products and that consumers who have
19 purchased Torres’s products, or seen them in public, and believed them to be
20 Brighton products or affiliated with Brighton, have been disappointed by Torres’s
21 products.

22 24. Brighton is informed and believes, and thereon alleges, that Torres’s
23 products have been advertised, marketed, and/or sold to a substantial number of
24 consumers, thus decreasing the uniqueness of Brighton’s accessories. As a result,
25 Torres’s marketing, sale, and distribution of infringing products has damaged and
26 will continue to damage Brighton’s reputation and goodwill.

27 25. Brighton is informed and believes, and thereon alleges, that Torres’s
28 marketing, sale, and distribution of infringing products has caused Brighton to lose

1 sales and profits.

2 26. Torres's acts have caused, and will continue to cause, irreparable harm
3 and injury to Brighton for which Brighton has no adequate remedy at law.

4 Accordingly, Torres should be enjoined and restrained from directly or indirectly
5 manufacturing, distributing, importing, exporting, advertising, offering for sale, or
6 selling any product that copies Brighton's copyrights or is sold in conjunction with
7 Brighton's trademarks. Pursuant to the Copyright Act and Lanham Act, Brighton is
8 therefore entitled to a preliminary and permanent injunction against Torres's
9 continuing acts of infringement. Brighton is further entitled to an order impounding
10 and destroying all infringing product in Torres's possession, custody, or control.

11 **FIRST CLAIM FOR RELIEF**

12 **(Against Defendant for Copyright Infringement)**

13 27. Plaintiff re-alleges and incorporates herein by reference each and every
14 allegation set forth above in paragraphs 1 through 26, inclusive.

15 28. Plaintiff has complied in all respects with the copyright laws of the
16 United States, 17 U.S.C. §101 et seq., and has secured the exclusive rights and
17 privileges in and to the Love Affair Heart copyright – see Exhibit B.

18 29. Defendant had access to Plaintiff's Love Affair Heart copyrighted
19 design, as established by, among other things, the widespread availability of pictures
20 of Plaintiff's products incorporating that design, the fact that Plaintiff's products are
21 well known in the industry and in the public, the fact that Plaintiff's products are
22 marketed and sold in thousands of retail stores throughout the country, and the fact
23 that Defendant's "Love Affair Heart" design is strikingly similar in design to
24 Plaintiff's "Love Affair Heart" copyright.

25 30. Defendant infringed Plaintiff's Love Affair Heart copyright by
26 incorporating substantially similar designs into her products, which are marketed
27 and sold to consumers, wholesalers, and/or retailers, without Plaintiff's permission.

28 31. Defendant infringed the Love Affair Heart copyright willfully.

1 32. Plaintiff is entitled to actual damages and Defendant's profits, in an
2 amount no less than \$1 million.

3 33. Alternatively, Plaintiff is entitled to statutory damages in an amount no
4 less than \$150,000.

5 34. Defendant's acts have caused and will continue to cause irreparable
6 harm to Plaintiff unless restrained by this Court. Plaintiff has no adequate remedy at
7 law. Accordingly, Plaintiff is entitled to an order enjoining and restraining
8 Defendant, during the pendency of this action and permanently thereafter, from
9 manufacturing, distributing, importing, exporting, marketing, offering for sale, or
10 selling copies or substantially similar copies of the Love Affair Heart copyrighted
11 design.

12 **SECOND CLAIM FOR RELIEF**

13 **(Against Defendant for Trademark Infringement [15 U.S.C. §1114])**

14 35. Plaintiff realleges and incorporates herein by reference each and every
15 allegation set forth above in paragraphs 1 through 34, inclusive.

16 36. Plaintiff is the owner of the registered "Brighton" trademark for, inter
17 alia, jewelry and related fashion accessories – see Exhibit A, United States Patent
18 and Trademark Office registration number 2,183,195, effective August 25, 1998, as
19 well as applicable written assignments.

20 37. The "Brighton" trademark is a valid, protectable mark.

21 38. Plaintiff is informed and believes and thereon alleges that Defendant
22 has been marketing, manufacturing, selling, and offering for sale jewelry and related
23 fashion accessories under the "Brighton" mark in a manner that is likely to cause
24 confusion among ordinary purchasers as to the source of the goods.

25 39. Plaintiff has never consented to Defendant's use of the Brighton mark
26 or any mark that is confusingly similar to Plaintiff's mark, including but not limited
27 to the Brighton Bay or Brighton Bay Designs marks.

28 ///

1 40. Plaintiff is informed and believes and thereon alleges that Defendant
2 purposely adopted the confusingly similar Brighton Bay and Brighton Bay Designs
3 marks in conjunction with Defendant's sale of jewelry and other accessories in order
4 to create consumer confusion and trade upon Plaintiff's established goodwill.

5 41. Plaintiff is informed and believes and thereon alleges that as a
6 proximate result of the unfair advantage accruing to Defendant's business from
7 using confusingly similar marks and deceptively trading on Plaintiff's goodwill,
8 Defendant has made substantial sales and profits in amounts to be established
9 according to proof.

10 42. As a proximate result of the unfair advantage accruing to Defendant's
11 business from using confusingly similar marks and deceptively trading on Plaintiff's
12 goodwill, Plaintiff has been damaged and deprived of substantial sales and has been
13 deprived of the value of its trademark as a commercial asset, in amounts to be
14 established according to proof but no less than \$1 million.

15 43. Plaintiff is informed and believes, and thereon alleges that, unless
16 restrained by the Court, Defendant will continue to infringe Plaintiff's trademark
17 and that pecuniary compensation will not afford Plaintiff adequate relief for the
18 damage to its trademark in the public perception. Further, Plaintiff is informed and
19 believes and thereon alleges that in the absence of injunctive relief, consumers are
20 likely to continue to be mistaken or deceived as to the true source, origin,
21 sponsorship, and affiliation of Defendant's goods.

22 44. Plaintiff is informed and believes and thereon alleges that Defendant's
23 acts were committed, and continue to be committed, with actual notice of Plaintiff's
24 exclusive rights and with the intent to cause confusion, to cause mistake, and/or to
25 deceive, and to cause injury to the reputation and goodwill associated with Plaintiff
26 and its products. Pursuant to 15 U.S.C. § 1117, Plaintiff is, therefore, entitled to
27 recover three times its actual damages or three times Defendant's profits, whichever
28 is greater, together with Plaintiff's attorneys' fees. In addition, pursuant to 15

1 U.S.C. § 1118, Plaintiff is entitled to an order requiring destruction of all infringing
2 products and promotional materials in Defendant's possession.

3 **THIRD CLAIM FOR RELIEF**

4 **(Against Defendant for False Designation of Origin [15 U.S.C. §1125(a)])**

5 45. Plaintiff realleges and incorporates herein by reference each and every
6 allegation set forth above in paragraphs 1 through 44, inclusive.

7 46. Defendant falsely designated the origin of her products, in violation of
8 15 U.S.C. Section 1125(a), by promoting and selling imitations of Brighton designs
9 through use of the Brighton trademark and the same names as Brighton's
10 corresponding collections, including "Vertigo," "Genoa," "Love Affair Heart,"
11 "Contempo," "Madrid," "Reno Heart," "Mingle," and "Cordoba".

12 47. Through extensive sales and advertising by Brighton, the Brighton
13 trade name and the aforementioned Brighton collection names now indicate to an
14 appreciable number of Brighton customers that goods being sold under those names
15 come from or are affiliated with Brighton.

16 48. Defendant's use of Brighton's trademarks in conjunction with the sale
17 of imitation Brighton jewelry and other accessories has caused actual consumer
18 confusion and is likely to cause confusion amongst an appreciable number of
19 consumers. Therefore, Defendant has engaged in false designation of the origin of
20 its products in violation of 15 U.S.C. section 1125(a).

21 49. Plaintiff is informed and believes, and thereon alleges, that Defendant's
22 false designation of origin has harmed Plaintiff, including by diluting Plaintiff's
23 brand, harming Plaintiff's reputation, and causing Plaintiff to lose sales and
24 customers.

25 50. Plaintiff is informed and believes, and thereon alleges, that Defendant's
26 false designation of origin resulted in Defendant being unjustly enriched, including
27 through sales of the Infringing Products, as well as through sales of Defendant's
28 other products being promoted alongside pictures of Plaintiff's authentic products.

1 51. Plaintiff is informed and believes, and thereon alleges, that Defendant's
2 acts were committed with actual notice of Plaintiff's exclusive rights and with an
3 intent to cause confusion, to cause mistake, and/or to deceive, and to cause injury to
4 the reputation and goodwill associated with Plaintiff and its products. Pursuant to
5 15 U.S.C. § 1117, Plaintiff is therefore entitled to recover three times its actual
6 damages or three times Defendant's profits, whichever is greater, together with
7 Plaintiff's attorneys' fees. In addition, pursuant to 15 U.S.C. § 1118, Plaintiff is
8 entitled to an order requiring destruction of all infringing products and promotional
9 materials in Defendant's possession.

10 **FOURTH CLAIM FOR RELIEF**

11 **(Against Defendant for Common Law Unfair Competition)**

12 52. Plaintiff realleges and incorporates herein by reference each and every
13 allegation set forth above in paragraphs 1 through 51, inclusive.

14 53. Defendant is a competitor of Plaintiff.

15 54. Defendant's conduct in promoting and selling imitation Brighton
16 products through use of Brighton's trademarks has caused actual consumer
17 confusion and is likely to continue to cause consumer confusion. Therefore,
18 Defendant's conduct constitutes unfair competition under the common law of
19 California.

20 55. Defendant's acts alleged herein have caused Plaintiff to lose profits and
21 caused additional damage to Plaintiff's reputation and goodwill. The precise
22 amount of Plaintiff's damages is presently unknown but will be established
23 according to proof and is no less than \$1 million.

24 56. Plaintiff is informed and believes, and thereon alleges, that as a direct
25 and proximate result of Defendant's wrongful conduct as described above,
26 Defendant has gained revenue and profits.

27 57. Plaintiff is informed and believes, and thereon alleges, that Defendant
28 committed the foregoing acts with the intention of depriving Plaintiff of its legal

1 rights, with oppression, fraud, and/or malice, and in conscious disregard of
2 Plaintiff's rights. Plaintiff is, therefore, entitled to an award of exemplary damages,
3 according to proof.

4 **FIFTH CLAIM FOR RELIEF**

5 **(Against Defendant for Statutory Unfair Competition –**
6 **Business & Professions Code §17200, et seq.)**

7 58. Plaintiff realleges and incorporates herein by reference each and every
8 allegation set forth above in paragraphs 1 through 57, inclusive.

9 59. Defendant's conduct as alleged herein constitutes unfair, unlawful, and
10 fraudulent business practices prohibited by Section 17200 et seq. of the California
11 Business & Professions Code.

12 60. Plaintiff is informed and believes and thereon alleges that, as a direct
13 and proximate result of Defendant's wrongful conduct as described above,
14 Defendant has gained property and revenues properly belonging to Plaintiff.
15 Plaintiff therefore seeks restitution of such.

16 61. Plaintiff also seeks injunctive relief restraining Defendant and its
17 officers, agents, and employees, and all persons acting in concert with them, from
18 further engaging in acts of unfair competition and/or fraudulent business acts against
19 Plaintiff and its trademarks.

20 **PRAYER FOR RELIEF**

21 WHEREFORE, Plaintiff prays for relief against Defendant as follows:

22 1. For preliminary and permanent injunctions enjoining and restraining
23 Defendant, her agents, employees, representatives, partners, joint venturers, and/or
24 anyone acting on behalf of or in concert with her, from:

25 A. designing, manufacturing, importing, shipping, delivering,
26 selling, marketing, displaying, advertising, or promoting any
27 product that incorporates designs substantially similar to the
28 Love Affair Heart copyright;

1 B. designing, manufacturing, importing, shipping, delivering,
2 selling, marketing, displaying, advertising, or promoting any
3 product that incorporates or is marketed in conjunction any
4 Brighton trademark, including the registered Brighton trade
5 name or any variation thereof;

6 C. representing or implying, directly or indirectly, to retailers,
7 customers, distributors, licensees, or any other customers or
8 potential customers of Defendant's products that Defendant's
9 products originate with, are sponsored, endorsed, or licensed by,
10 or are otherwise associated or affiliated with Plaintiff;

11 2. For an order requiring the destruction of all of Defendant's infringing
12 products and all marketing, advertising, or promotional materials depicting
13 Defendant's infringing products;

14 3. For an accounting of all profits obtained by Defendant from sales of the
15 infringing products and an order that Defendant hold all such profits in a
16 constructive trust for the benefit of Plaintiff;

17 4. For an award to Plaintiff of all profits earned by Defendant from the
18 sale of the infringing products;

19 5. For compensatory damages according to proof and no less than \$1
20 million;

21 6. For statutory damages of no less than \$150,000;

22 7. For pre-judgment interest on all damages awarded by this Court;

23 8. For reasonable attorney's fees and costs of suit incurred herein; and

24 ///

25 ///

26 ///

27 ///

28 ///

1 9. For such other and further relief as the Court deems just and proper.

2
3 Dated: June 9, 2017

BROWNE GEORGE ROSS LLP

Peter W. Ross

Keith J. Wesley

6 LAW OFFICES OF GARY FREEDMAN

7 Gary Freedman

8
9 By /s/ Keith J. Wesley

10 Keith J. Wesley

11 Attorneys for Plaintiff

12 Brighton Collectibles LLC

DEMAND FOR JURY TRIAL

Plaintiff Brighton Collectibles, LLC hereby demands a trial by jury.

Dated: June 9, 2017

BROWNE GEORGE ROSS LLP

Peter W. Ross

Keith J. Wesley

LAW OFFICES OF GARY FREEDMAN

Gary Freedman

By /s/ Keith J. Wesley

Keith J. Wesley

Attorneys for Plaintiff

Brighton Collectibles LLC

EXHIBIT A

Certificate of Registration



This Certificate issued under the seal of the Copyright Office in accordance with title 17, *United States Code*, attests that registration has been made for the work identified below. The information on this certificate has been made a part of the Copyright Office records.

Maria A. Pallante

Register of Copyrights, United States of America

Registration Number
VA 1-928-936

**Effective date of
registration:**

October 20, 2014

Title

Title of Work: RENO HEART

Nature of Work: JEWELRY DESIGN

Completion/Publication

Year of Completion: 2006

Date of 1st Publication: July 3, 2006

Nation of 1st Publication: United States

Author

■ **Author:** BRIGHTON COLLECTIBLES, LLC

Author Created: Jewelry design

Work made for hire: Yes

Citizen of: United States

Anonymous: No

Pseudonymous: No

Copyright claimant

Copyright Claimant: BRIGHTON COLLECTIBLES, LLC

14022 NELSON AVENUE., CITY OF INDUSTRY., CA, 91746

Limitation of copyright claim

Material excluded from this claim: THIS WORK INCORPORATES A PRE-EXISTING DESIGN WHICH WAS CREATED IN 2005 AND PUBLISHED IN OCTOBER 2005. Incorporates scrollwork from original design.

Previously registered: No

New material included in claim: ADAPTATION OF PRE-EXISTING DESIGN AND ADDITIONAL ARTISTIC WORK. New dimension added to scrollwork. The new design (Reno Heart) incorporates two different hearts, each of which has a three dimensional look; on one side, the center heart is made of pave crystals and on the other side the center heart incorporates small silver dots clustered tightly together

Certification

Name: GARY FREEDMAN

Date: October 13, 2014

Correspondence: Yes



Copyright Office fees are subject to change. For current fees, check the Copyright Office website at www.copyright.gov, write the Copyright Office, or call (202) 707-3000.

Privacy Act Notice: Sections 408-410 of title 17 of the United States Code authorize the Copyright Office to collect the personally identifying information requested on this form in order to process the application for copyright registration. By providing this information you are agreeing to routine uses of the information that include publication to give legal notice of your copyright claim as required by 17 U.S.C. §705. It will appear in the Office's online catalog. If you do not provide the information requested, registration may be refused or delayed, and you may not be entitled to certain relief, remedies, and benefits under the copyright law.

Form VA
For a Work of the Visual Arts
UNITED STATES COPYRIGHT OFFICE
REGISTRATION NUMBER

VA VAU
EFFECTIVE DATE OF REGISTRATION

Month Day Year

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

1 TITLE OF THIS WORK ▼ NATURE OF THIS WORK ▼ See instructions
RENO HEART JEWELRY DESIGN

PREVIOUS OR ALTERNATIVE TITLES ▼

PUBLICATION AS A CONTRIBUTION If this work was published as a contribution to a periodical, serial, or collection, give information about the collective work in which the contribution appeared. Title of Collective Work ▼

If published in a periodical or serial give: Volume ▼ Number ▼ Issue Date ▼ On Pages ▼

2 a NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH
BRIGHTON COLLECTIBLES, LLC Year Born ▼ Year Died ▼

WAS THIS CONTRIBUTION TO THE WORK A "WORK MADE FOR HIRE"? ☒ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of UNITED STATES Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? ☐ Yes ☒ No Pseudonymous? ☐ Yes ☒ No If the answer to either of these questions is "Yes," see detailed instructions.

NOTE

Under the law, the "author" of a "work made for hire" is generally the employer, not the employee (see instructions). For any part of this work that was "made for hire," check "Yes" in the space provided, give the employer (or other person for whom the work was prepared) as "Author" of that part, and leave the space for dates of birth and death blank.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- ☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☒ Jewelry design ☐ Architectural work

b NAME OF AUTHOR ▼ DATES OF BIRTH AND DEATH
Year Born ▼ Year Died ▼

WAS THIS CONTRIBUTION TO THE WORK A "WORK MADE FOR HIRE"? ☐ Yes ☐ No

AUTHOR'S NATIONALITY OR DOMICILE Name of Country OR Citizen of Domiciled in

WAS THIS AUTHOR'S CONTRIBUTION TO THE WORK Anonymous? ☐ Yes ☐ No Pseudonymous? ☐ Yes ☐ No If the answer to either of these questions is "Yes," see detailed instructions.

NATURE OF AUTHORSHIP Check appropriate box(es). See instructions

- ☐ 3-Dimensional sculpture ☐ Map ☐ Technical drawing
☐ 2-Dimensional artwork ☐ Photograph ☐ Text
☐ Reproduction of work of art ☐ Jewelry design ☐ Architectural work

3 a YEAR IN WHICH CREATION OF THIS WORK WAS COMPLETED This information must be given in all cases. b DATE AND NATION OF FIRST PUBLICATION OF THIS PARTICULAR WORK
Month JULY Day 3 Year 2006
Year 2006 Complete this information ONLY if this work has been published. Nation UNITED STATES

4 COPYRIGHT CLAIMANT(S) Name and address must be given even if the claimant is the same as the author given in space 2. ▼

BRIGHTON COLLECTIBLES, LLC
14022 NELSON AVENUE, CITY OF INDUSTRY, CA 91746

TRANSFER If the claimant(s) named here in space 4 is (are) different from the author(s) named in space 2, give a brief statement of how the claimant(s) obtained ownership of the copyright. ▼

APPLICATION RECEIVED

ONE DEPOSIT RECEIVED

TWO DEPOSITS RECEIVED

FUNDS RECEIVED

See instructions before completing this space.

MORE ON BACK ▼ • Complete all applicable spaces (numbers 5-9) on the reverse side of this page.
• See detailed instructions. • Sign the form at line 8.

DO NOT WRITE HERE
Page 1 of _____ pages

EXAMINED BY _____

FORM VA

CHECKED BY _____

CORRESPONDENCE

☐ YesFOR
COPYRIGHT
OFFICE
USE
ONLY

DO NOT WRITE ABOVE THIS LINE. IF YOU NEED MORE SPACE, USE A SEPARATE CONTINUATION SHEET.

PREVIOUS REGISTRATION Has registration for this work, or for an earlier version of this work, already been made in the Copyright Office?

☐ Yes ☒ No If your answer is "Yes," why is another registration being sought? (Check appropriate box.) ▼a. ☐ This is the first published edition of a work previously registered in unpublished form.b. ☐ This is the first application submitted by this author as copyright claimant.c. ☐ This is a changed version of the work, as shown by space 6 on this application.

If your answer is "Yes," give: Previous Registration Number ▼

Year of Registration ▼

DERIVATIVE WORK OR COMPILATION Complete both space 6a and 6b for a derivative work; complete only 6b for a compilation.

a. Preexisting Material Identify any preexisting work or works that this work is based on or incorporates. ▼

THIS WORK INCORPORATES A PRE-EXISTING DESIGN WHICH WAS CREATED IN 2005 AND PUBLISHED
IN OCTOBER 2005.

b. Material Added to This Work Give a brief, general statement of the material that has been added to this work and in which copyright is claimed. ▼

ADAPTATION OF PRE-EXISTING DESIGN AND ADDITIONAL ARTISTIC WORK.

DEPOSIT ACCOUNT If the registration fee is to be charged to a Deposit Account established in the Copyright Office, give name and number of Account.

Name ▼

Account Number ▼

CORRESPONDENCE Give name and address to which correspondence about this application should be sent. Name/Address/Apt/City/State/Zip ▼

GARY FREEDMAN, ESQ.

LAW OFFICES OF GARY FREEDMAN

1149 3RD STREET, SUITE 200, SANTA MONICA, CA 90403

Area code and daytime telephone number (310) 576-2444

Fax number (310) 576-2440

Email jinhee.peralta@gmail.com

CERTIFICATION* I, the undersigned, hereby certify that I am the

check only one ▶

☐ author☐ other copyright claimant☐ owner of exclusive right(s)☒ authorized agent of BRIGHTON COLLECTIBLES, LLC

Name of author or other copyright claimant, or owner of exclusive right(s) ▲

of the work identified in this application and that the statements made by me in this application are correct to the best of my knowledge.

Typed or printed name and date ▼ If this application gives a date of publication in space 3, do not sign and submit it before that date.

GARY FREEDMAN

Date OCTOBER 13, 2014

Handwritten signature (X) ▼

X

Certificate
will be
mailed in
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envelope
to this
address:

Name ▼

GARY FREEDMAN, c/o LAW OFFICES OF GARY FREEDMAN

Number/Street/Apt ▼

1149 3rd STREET, SUITE 200

City/State/Zip ▼

SANTA MONICA, CA 90403

YOU MUST:

- Complete all necessary spaces
- Sign your application in space 8

SEND ALL 3 ELEMENTS
IN THE SAME PACKAGE:

1. Application form
2. Nonrefundable filing fee in check or money order payable to Register of Copyrights
3. Deposit material

MAIL TO:

Library of Congress
Copyright Office-VA
101 Independence Avenue SE
Washington, DC 20559

*17 U.S.C. §506(e): Any person who knowingly makes a false representation of a material fact in the application for copyright registration provided for by section 409, or in any written statement filed in connection with the application, shall be fined not more than \$2,500.



EXHIBIT B

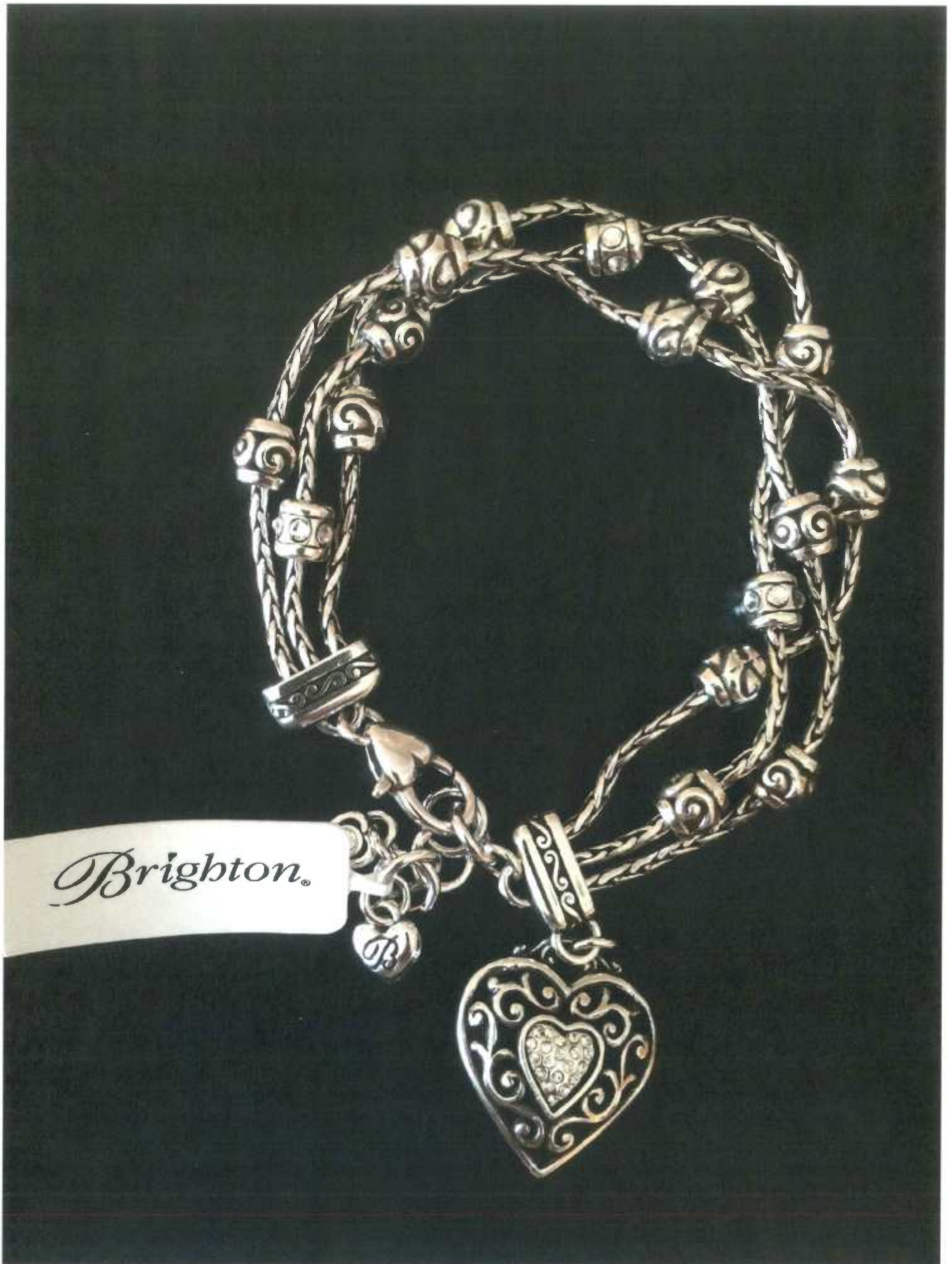


EXHIBIT C



*2727 | \$19.50

Exclusive Mivita® Jewelry
CASUAL & CLASSY

2727 Triple Strand Heart Bracelet*Pulsera de Corazón*

\$19.50 Perfectly casual for everyday wear or classy enough for any night out on the town! If you have a love of fashion, this bracelet will certainly show off your passion. Crystal adorned - vintage, yet stylish. Approx. 8-1/4" L.

**2749 Jeweled Heart Earrings***Aretes de Corazón con Piedras*

\$14.00 Textured and antiqued with crystal center hearts, these heart earrings are perfect for any occasion. Simple and elegant for day to night wear! Approx. 1-1/2" L.

**2826 Pandora Style Breast Cancer Charm Bracelet***Pulsera con Dijes Estilo Pandora de Cáncer de Mama*

\$17.50 Show your support and awareness for breast cancer with this pandora style charm bracelet. Featuring pink crystal accents and glass beads. Approx. 8-1/2" L.

**2771 Hoop Bangle Drop Earrings***Aretes de Aros*

\$12.00 Textured, hammered and etched, these bangle drop earrings shout style! Stand up and show your individuality! Approx. 3" L.

**2760 Diamond Flower Burst Stretch Ring***Anillo para Todas Medidas de Flor*

\$12.50 Add some sass and class with this fashionably sculpted stretch ring featuring rhinestones with tasteful filigree accents. One size fits most.

**2716 Twist Etched Hoop Earrings***Aretes de Aros con Diseños Grabados*

\$12.00 Perfect for a business to evening transition, these versatile hoops will become a favorite. These etched earrings feature an elegant twist and are polished to a brilliant finish. Approx. 1-1/2" W.

**2815 Hammered & Etched Necklace & Earrings***Set de Aretes y Collar Grabados*

\$19.50 Playful and classic meet in this multi-chain necklace and earring set. Sleek etching and hammered detail provide a stylish look. Necklace: 20-1/2" L, Earrings: 2" L.

**2738 Antiqued Stretch Bracelets***Set de Pulseras para toda Medidas con Diseño Antiguo*

\$18.50 Silver and antiqued tones beautifully complement one another in this set of 3 stretch bracelets. Perfect for any occasion! One size fits most.



*2749 | \$14.00



*2826 | \$17.50

